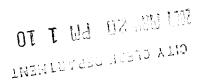
Agenda Item Form

Districts Affected: 3 Dept. Head/Contact Information: Norman C. Merrifiled, Director Parks & Recreation Department Type of Agenda Item: ⊠Resolution ☐ Staffing Table Changes ☐Board Appointments Tax Installment Agreements ☐Tax Refunds □ Donations ☐RFP/ BID/ Best Value Procurement ☐Budget Transfer ☐Item Placed by Citizen ☐Application for Facility Use Bldg. Permits/Inspection ☐Introduction of Ordinance ☐Interlocal Agreements Contract/Lease Agreement Grant Application □Other **Funding Source:** General Fund ☐Grant (duration of funds: ____ Months) ⊠Other Source: <u>User Fee</u> Legal: □ Approved □ Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar Denied Timeline Priority: ⊠High Low # of days:___ Medium Why is this item necessary: Necessary to permit contract employees to perform duties outlined in contracts Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings: Maintenance and operating expenditures are nil **Statutory or Citizen Concerns:** Demands and needs are met

Agenda Date: 5/25/04

Departmental Concerns:

Approval of independent contractor contracts will enable Parks Department to meet it's mission objectives and functions



RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the Mayor be authorized to execute the following INDEPENDENT CONTRACTOR contracts on behalf of the PARKS AND RECREATION DEPARTMENT. Funding for these contracts is in fiscal year 2003/2004 appropriations to be approved by the City Council.

| ACOS | DEPARTMENT ID: 5 | = | 502215 |
|----------------------|--|---|---|
| 1. | CONTRACTOR: DATES: RATE PER CL: MAXIMUM AMT: CONTRACT: | El Paso Umpires Association, Umpires/Scorekeepers May 27, 2004 through August 31, 2004 \$62.00 \$3,720.00 2003/2004-145 | |
| | APPROVED this | _25thday c | ofMay 2004. THE CITY OF EL PASO |
| | _ | | THE OFF OF LET AGO |
| ATTES | ST: | | |
| Richard City Cle | da Duffy Momsen erk | | Joe Wardy Mayor |
| APPROVED AS TO FORM: | | | APPROVED AS TO CONTENT: |
| | upe Cuellar City Attorney | | Norman Merrifield, Director Parks & Recreation Department |
| - opaty | on, morney | | . and a neorodism population |

STATE OF TEXAS

COUNTY OF EL PASO

) EHASO Park & Resenting The fun Goods

INDEPENDENT CONTRACT FOR PERSONAL SERVICES PARKS AND RECREATION

DEPARTMENT ID: 51010215

CLASS: 51010
FUND: 16302
PROJECT: 4500202
SPEED CHART: 40180
ACCOUNT: 502215

CONTRACT NO: 2003/2004 -145

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and <u>EL PASO UM PIRES ASSOCIATION</u>, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor to render personal services for the Parks and Recreation Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the following services at times and at locations that are mutually agreeable to Contractor and City, and the Contractor hereby accepts and agrees to perform such services: UMPRES SCOREKEE PORS FOR MEMORIAL DAY BASEBALL
- 2. <u>TIME OF PERFORMANCE</u> The services of Contractor are to be performed beginning WAY 27, 2004 and be completed by <u>August 31,2004</u>.
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement. Venue for all purposes shall be in the courts of El Paso County, Texas.
- 5. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u> Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.
- 6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. The right to terminate the contract under the provisions specified in this contract may be exercised by the Director of the Parks and Recreation Department on behalf of the City. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

Havo-

CONTRACT NO:

| Receipt Requested, postage prepaid, to the | nder this contract shall be sufficient if sent by Certified Mail, Return e following address: |
|--|--|
| CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163 | CONTRACTOR: Name: ELPASO UMPIRES ASSOCIATION Address: SS#: Phone: |
| to the other party of the intention to termin Should the City have cause to terminate | y terminate this contract without cause after 10 days written notice nate this contract, or at any time by mutual agreement of the parties. this agreement or if Contractor is in breach of this contract, the y upon notification to the contractor of the cause for termination. |
| independent contractor, he/she has not bee coverage regularly covered by the City of E | Contractor specifically acknowledges that, in his/her capacity as an n provided with Worker's Compensation Insurance or other insurance Paso Parks and Recreation Department to its regular employees; e so as to protect his/her interest in the event of any personal injuries |
| travel, equipment and support costs incur | tractor understands that he/she is responsible for all overhead, red in performing the contracted services. Contractor also agrees ng all equipment and instrumentalities necessary to carry out the |
| 12. CONTINGENCY This agreement of participants, and a maximumber of participants is not reached, this | nt is contingent upon paid registration for the program of a minimum um of participants. In the event that the minimum agreement shall be null and void. |
| | s have executed this agreement in El Paso, Texas on this |
| day of | |
| ATTEST: | CITY OF EL PASO, TEXAS |
| | Joe Wardy, Mayor |
| Richarda Duffy Momsen City Clerk | CONTRACTOR: |
| APPROVED AS TO FORM: | APPROVED AS TO CONTENT: |
| | Vidamon h. A. I |
| Guadalupe Cuellar | Parks & Recreation Director |
| Deputy City Attorney | Land & Alle |
| | Program Coordinator |
| | Walent Jang |
| | Superintendent |

Administrative Analyst